

SERFF Tracking Number: MRKB-125255859 State: Arkansas
First Filing Company: Markel American Insurance Company, ... State Tracking Number: AR-PC-07-025803
Company Tracking Number: 0706FF068
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Commercial General Liability
Project Name/Number: Professional Liability (GL)/0706RF068

Filing at a Glance

Companies: Markel American Insurance Company, Markel Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: MRKB-125255859 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-025803
Made/Occurrence
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: 0706FF068 State Status:
Combinations
Filing Type: Form Co Status: Sent to DOI for Approval Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Author: Wilfredo Mejia Disposition Date: 08/17/2007
Date Submitted: 08/15/2007 Disposition Status: Approved
Effective Date Requested (New): 09/15/2007 Effective Date (New):
Effective Date Requested (Renewal): 11/15/2007 Effective Date (Renewal):

General Information

Project Name: Professional Liability (GL) Status of Filing in Domicile: Pending
Project Number: 0706RF068 Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 08/17/2007
State Status Changed: 08/16/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
New and revised Professional Liability endorsements for use with CGL

Company and Contact

Filing Contact Information

Wilfredo Mejia, Regulatory Compliance wmejia@markelcorp.com
Specialist
4600 Cox Road (800) 431-1270 [Phone]

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Glen Allen, VA 23060 (804) 527-7900[FAX]

Filing Company Information

Markel American Insurance Company	CoCode: 28932	State of Domicile: Virginia
4600 Cox Road	Group Code: 785	Company Type: Commercial
		Property & Casualty
Glen Allen, VA 23060	Group Name:	State ID Number:
(800) 431-1270 ext. [Phone]	FEIN Number: 54-1398877	

Markel Insurance Company	CoCode: 38970	State of Domicile: Illinois
4600 Cox Road	Group Code: 785	Company Type: Commercial
		Property & Casualty
Glen Allen, VA 23060	Group Name:	State ID Number:
(800) 431-1270 ext. [Phone]	FEIN Number: 36-3101262	

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Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$50.00 for each company

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Markel American Insurance Company	\$0.00	08/15/2007	
Markel Insurance Company	\$0.00	08/15/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1000094929	\$50.00	08/08/2007
1000094930	\$50.00	08/08/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/17/2007	08/17/2007

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Disposition

Disposition Date: 08/17/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover letter	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY ENDORSEMENT OPTIONAL EXTENDED DISCOVERY PERIOD	Approved	Yes
Form	AIDS, ARC OR HIV EXCLUSION ENDORSEMENT	Approved	Yes
Form	HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT	Approved	Yes
Form	HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT	Approved	Yes
Form	HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT OPTIONAL EXTENDED DISCOVERY PERIOD	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	MGL 202-AR	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 MGL 202 (09/00) Previous Filing #: 0012RF087		MGL202-AR.pdf
Approved	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	MGL 202-A-AR	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 MGL 202-A (09/00) Previous Filing #: 0012RF087		MGL202-A-AR.pdf
Approved	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	MGL 203-AR	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 MGL 203 (09/00) Previous Filing #: 0012RF087		MGL203-AR.pdf
Approved	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT	MGL 203-A-AR	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 MGL 203-A (09/00) Previous Filing #: 0012RF087		MGL203-A-AR.pdf
Approved	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT OPTIONAL EXTENDED DISCOVERY	MGL 204	(05/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 MGL 204 (09/00) Previous Filing #: 0012RF087		MGL20407.pdf

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PERIOD

Approved	AIDS, ARC OR HIV EXCLUSION ENDORSEMENT	MGL 233 (05/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	MGL23307.p df
Approved	HEALTH CARE PROFESSIONAL AR COVERAGE ENDORSEMENT	MGL 234- (05/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	MGL234- AR.pdf
Approved	HEALTH CARE PROFESSIONAL AR COVERAGE ENDORSEMENT	MGL 235- (05/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	MGL235- AR.pdf
Approved	HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT OPTIONAL EXTENDED DISCOVERY PERIOD	MGL 236 (05/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	MGL23607.p df

THIS IS A CLAIMS-MADE COVERAGE FORM. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Wrongful Act"

\$ _____ Aggregate

_____ Retroactive Date

DESCRIPTION OF OPERATIONS:

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

A. COVERAGE

The following is added to **Section I - Coverages:**

MISCELLANEOUS PROFESSIONAL LIABILITY

1. We will pay all sums which you become legally obligated to pay as "damages" arising out of a covered "wrongful act" to which this insurance applies or "wrongful act(s)" of others for which you are liable. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. We will cover any claim to which this coverage form applies first made against any insured and reported to us, in writing, during the policy period.
2. This insurance applies to a "wrongful act" only if:
 - a. The "wrongful act" takes place in the "coverage territory", and the original claim or "suit" is brought within the "coverage territory";

- b. The "wrongful act" did not occur before the Retroactive Date, if any, or after the end of the policy period;

- c. A claim for "damages" arising out of a "wrongful act" is first made against the insured during the policy period shown in the Declarations or any Extended Discovery Period we provide under **E. EXTENDED DISCOVERY PERIODS**.

B. EXCLUSIONS

The following exclusions are added as respects this Endorsement only. This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability:
 - a. For "damages" that are assumed by the insured in a written contract or agreement and arise out of professional services the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or

- b. For "damages" that the insured would have in the absence of the contract or agreement;
- 2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "wrongful act" takes place;
- 3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;
- 4. Liability arising out of the prescription, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice of your operations;
- 5. Liability arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, podiatrist, chiropractor, optometrist, acupuncturist, dental hygienist or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or volunteer;
- b. You have current documentation of the credentials of such professional; and
- c. You can provide written evidence that at the time a claim is made, there is valid malpractice insurance covering such professional individually.
- 6. Liability arising out of commitment of any person to a psychiatric, nursing, hospital or mental health institution;
- 7. Liability resulting from an insured's acts, errors or omissions as a member of a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society or similar organization;
- 8. Liability arising out of the operation of any hospital, residential mental health institution, clinic with bed and board facilities, sanitarium, or nursing home;

- 9. Loss of any kind arising directly or indirectly out of the rendering of legal, medical, financial or other advice that is not usual to the normal activities of your operations;
- 10. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- 11. Any dishonest, fraudulent or criminal act or omission of any insured;
- 12. Loss of any kind on behalf of any "employee" or volunteer unless such person is authorized by you to engage in professional activities arising only out of operations covered by this policy. We will, however, cover the legal liability of you and your leaders in connection with unauthorized professional activities if such activities are otherwise covered by this Endorsement.
- 13. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:
 - a. The publication of material by an insured if the insured publishes the material knowing it is false; or
 - b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;
- 14. Liability arising out of unfair competition or violation of any antitrust laws;
- 15. Liability arising out of the inability or failure of the insured or others to collect or pay money;
- 16. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
- 17. Liability arising out of acts, errors or omissions of a managerial or administrative nature;
- 18. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;

Punitive damages is hereby defined as those damages imposed to punish a wrongdoer and to deter other from similar conduct.
- 19. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
- 20. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
- 21. Liability arising out of the infringement of any copyright, trademark or patent;

22. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
23. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy;

C. LIMITS OF INSURANCE

The following is added as respects this Endorsement only:

1. The Each "Wrongful Act" limit shown on this Endorsement is the most we will pay for all claims arising out of a "wrongful act" to which this insurance applies. This limit is the most we will pay regardless of:
 - a. The number of persons or entities to whom this policy provides coverage;
 - b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, incidents, events or breaches of duty;
 - c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;
 - d. The number of claims made or "suits" brought, or the number of persons initiating such claims or "suits";
 - e. The number of "wrongful acts", or other acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "wrongful act" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.
2. The Limits of Insurance provided by this Endorsement are not considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.
3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "wrongful act" not resulting from a professional service.
4. No coverage is provided for Miscellaneous Professional Liability except as provided herein, under this Endorsement.

5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "wrongful acts" taking place during the policy period to which this additional coverage applies.

The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or a series of related "wrongful acts" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "wrongful act" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "wrongful act" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a.**, **b.** and **c.**, **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:
 - a. Your "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
 - b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
 - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- a. "Damages" arising out of "injury" to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
- b. To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph a. above;
- c. For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "injury" described in Paragraphs a. or b. above;
- d. "Damages" arising out of furnishing or failing to furnish professional health care services as a physician or dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, x-ray therapist, radiologist, optometrist, podiatrist, acupuncturist, dental hygienist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
- e. "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate agent, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals;
- f. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.

The following is added to Paragraph 4., **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

- d. Miscellaneous Professional Liability does not apply to a "wrongful act" that occurred before you acquired or formed the organization.

E. EXTENDED DISCOVERY PERIODS

1. We will provide one or more Extended Discovery Periods, as described below, if:
 - a. The policy to which this coverage attaches is canceled or nonrenewed or the coverage period provided by this coverage is deleted or not renewed.

- b. We renew or replace this coverage with insurance that:

- (1) Does not apply to "wrongful acts" on a claims made basis; or
- (2) Has terms that are less favorable to you; or
- (3) Has a later retroactive date.

2. An Automatic Extended Discovery Period is provided without additional charge. This period starts with the end of the policy period and lasts for sixty days for all claims.

The Automatic Extended Discovery Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

3. An Optional Extended Discovery Period is available, but only by an Endorsement and for an extra charge. This optional period starts 60 days after the end of the policy period.

You will have 60 days from the date of termination, which means cancellation, nonrenewal or renewal subject to conditions, to request the Optional Extended Discovery Period. This request must be in writing.

The Optional Extended Discovery Period will not go into effect unless you pay any additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates that were in effect as of the inception date of this coverage. The additional premium will not exceed 200% of the annual premium for this coverage.

We will issue to you an Endorsement which shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Discovery Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectable insurance available under policies in force after the Optional Extended Discovery Period starts.

4. Extended Discovery Periods do not extend the scope or period of coverage provided by this coverage. They apply only to claims for "wrongful acts" that occur before the end of the policy period.

Claims for such damages which are first received and recorded during the Automatic Extended Discovery Period (or during the Optional Extended Discovery Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Discovery Periods may not be restricted or canceled.

5. Extended Discovery Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this coverage applies, except to the extent described in Paragraph 6. of this Section.

6. If the Optional Extended Discovery Period is in effect, we will provide the separate aggregate Limit of Insurance described below, but only for claims first received and recorded during the Optional Extended Discovery Period.

The separate aggregate Limit of Insurance will be the dollar amount shown in the Schedule of this coverage in effect at the end of the policy period for Miscellaneous Professional Liability Coverage.

Section III - Limits of Insurance will be amended accordingly. The Each "Wrongful Act" Limit shown in the Schedule will then continue to apply as set forth in Section C. above.

F. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:

- a. Judgment;
- b. Award; or
- c. Settlement

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.

2. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

3. "Health care services" means:

- a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including the furnishing of food or beverages in connection therewith,
- b. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances,
- c. Postmortem procedures, including autopsies or organ donations,
- d. Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees, or
- e. Acts which you perform in good faith and in accordance with state and federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering or failure to render "health care services".

Any act, error or omission or series of acts, errors or omissions shall be deemed one "medical incident" taking place at the time of the first act, error or omission.

5. "Wrongful act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations described in this Endorsement, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Wrongful Act"

\$ _____ Aggregate

_____ Retroactive Date

DESCRIPTION OF OPERATIONS:

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

A. COVERAGE

The following is added to **Section I - Coverages:**

MISCELLANEOUS PROFESSIONAL LIABILITY

1. We will pay all sums which you become legally obligated to pay as "damages" arising out of a covered "wrongful act" to which this insurance applies or "wrongful act(s)" of others for which you are liable. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. We will cover any claim to which this coverage form applies first made against any insured and reported to us, in writing, during the policy period.

2. This insurance applies only if:

a. The "wrongful act" takes place in the "coverage territory" and the original claim or "suit" is brought within the "coverage territory";

b. The "wrongful act" did not occur before the Retroactive Date, if any, or after the end of the policy period;

c. A claim for "damages" arising out of a "wrongful act" is first made against the insured during the policy period shown in the Declarations or any Extended Discovery Period we provide under E. **EXTENDED DISCOVERY PERIODS.**

B. EXCLUSIONS

The following exclusions are added as respects Miscellaneous Professional Liability only.

This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability:

a. For "damages" that are assumed by the insured in a written contract or agreement and arise out of professional services the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or

- b. For "damages" that the insured would have in the absence of the contract or agreement;
- 2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "wrongful act" takes place;
- 3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;
- 4. Liability arising out of the prescription, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice of your operations;
- 5. Liability arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, podiatrist, chiropractor, optometrist, acupuncturist, dental hygienist or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or volunteer;
- b. You have current documentation of the credentials of such professional; and
- c. You can provide written evidence that at the time a claim is made, there is valid malpractice insurance covering such professional individually.
- 6. Liability arising out of commitment of any person to a psychiatric, nursing, hospital or mental health institution;
- 7. Liability resulting from an insured's acts, errors or omissions as a member of a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society or similar organization;
- 8. Liability arising out of the operation of any hospital, residential mental health institution, clinic with bed and board facilities, sanitarium, or nursing home;

- 9. Loss of any kind arising directly or indirectly out of the rendering of legal, medical, financial or other advice that is not usual to the normal activities of your operations;
- 10. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- 11. Any dishonest, fraudulent or criminal act or omission of any insured;
- 12. Loss of any kind on behalf of any "employee" or volunteer unless such person is authorized by you to engage in professional activities arising only out of operations covered by this policy. We will, however, cover the legal liability of you and your leaders in connection with unauthorized professional activities if such activities are otherwise covered by this Endorsement.
- 13. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:
 - a. The publication of material by an insured if the insured publishes the material knowing it is false; or
 - b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;
- 14. Liability arising out of unfair competition or violation of any antitrust laws;
- 15. Liability arising out of the inability or failure of the insured or others to collect or pay money;
- 16. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
- 17. Liability arising out of acts, errors or omissions of a managerial or administrative nature;
- 18. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;

Punitive damages is hereby defined as those damages imposed to punish a wrongdoer and to deter other from similar conduct.
- 19. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
- 20. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
- 21. Liability arising out of the infringement of any copyright, trademark or patent;

22. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
23. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy;

C. LIMITS OF INSURANCE

The following is added as respects this Endorsement only:

1. The Each "Wrongful Act" limit shown on this Endorsement is the most we will pay for all claims arising out of a "wrongful act" to which this insurance applies. This limit is the most we will pay regardless of:
 - a. The number of persons or entities to whom this policy provides coverage;
 - b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, incidents, events or breaches of duty;
 - c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;
 - d. The number of claims made or "suits" brought, or the number of persons initiating such claims or "suits";
 - e. The number of "wrongful acts", or other acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "wrongful act" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.
2. The Limits of Insurance provided by this Endorsement are considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.
3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "wrongful act" not resulting from a professional service.
4. No coverage is provided for Miscellaneous Professional Liability except as provided herein, under this Endorsement.
5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "wrongful acts" taking place during the policy period to which this additional coverage applies.

The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or a series of "wrongful acts" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "wrongful act" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "wrongful act" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a.**, **b.** and **c.**, **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:
 - a. Your "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
 - b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
 - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.
- However, no "employee", volunteer or student in training is an insured for:
- a. "Damages" arising out of "injury" to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;

- b. To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph **a.** above;
- c. For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs **a.** or **b.** above;
- d. "Damages" arising out of furnishing or failing to furnish professional health care services as a physician or dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, x-ray therapist, radiologist, optometrist, podiatrist, acupuncturist, dental hygienist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
- e. "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate agent, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals;
- f. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.

The following is added to Paragraph 4., **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

- d. Miscellaneous Professional Liability does not apply to a "wrongful act" that occurred before you acquired or formed the organization.

E. EXTENDED DISCOVERY PERIODS

1. We will provide one or more Extended Discovery Periods, as described below, if:
 - a. The policy to which this coverage attaches is canceled or nonrenewed or the coverage period provided by this coverage is deleted or not renewed.
 - b. We renew or replace this coverage with insurance that:
 - (1) Does not apply to "wrongful acts" on a claims made basis; or
 - (2) Has terms that are less favorable to you; or
 - (3) Has a later retroactive date.
2. An Automatic Extended Discovery Period is provided without additional charge. This period starts with the end of the policy period and lasts for sixty days for all claims.

The Automatic Extended Discovery Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims."

3. An Optional Extended Discovery Period is available, but only by an Endorsement and for an extra charge. This optional period starts 60 days after the end of the policy period.

You will have 60 days from the date of termination, which means cancellation, nonrenewal or renewal subject to conditions, to request the Optional Extended Discovery Period. This request must be in writing.

The Optional Extended Discovery Period will not go into effect unless you pay any additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates that were in effect as of the inception date of this coverage. The additional premium will not exceed 200% of the annual premium for this coverage.

We will issue to you an Endorsement which shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Discovery Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectable insurance available under policies in force after the Optional Extended Discovery Period starts.

4. Extended Discovery Periods do not extend the scope or period of coverage provided by this coverage. They apply only to claims for "wrongful acts" that occur before the end of the policy period.

Claims for such damages which are first received and recorded during the Automatic Extended Discovery Period (or during the Optional Extended Discovery Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Discovery Periods may not be restricted or canceled.

5. Extended Discovery Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this coverage applies, except to the extent described in Paragraph 6. of this Section.

6. If the Optional Extended Discovery Period is in effect, we will provide the separate aggregate Limit of Insurance described below, but only for claims first received and recorded during the Optional Extended Discovery Period.

The separate aggregate Limit of Insurance will be the dollar amount shown in the Schedule of this coverage in effect at the end of the policy period for Limited Professional Liability Coverage.

Section III - Limits of Insurance will be amended accordingly. The Each "Wrongful Act" Limit shown in the Schedule will then continue to apply as set forth in Section C. above.

F. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:

- a. Judgment;
- b. Award; or
- c. Settlement

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.

2. "Injury" means "bodily Injury", "property damage" or "personal and advertising injury".

3. "Health care services" means:

- a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including the furnishing of food or beverages in connection therewith,
- b. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances,
- c. Postmortem procedures, including autopsies or organ donations,
- d. Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees, or
- e. Acts which you perform in good faith and in accordance with state and federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering or failure to render "health care services".

Any act, error or omission or series of acts, errors or omissions shall be deemed one "medical incident" taking place at the time of the first act, error or omission.

5. "Wrongful act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations described in this Endorsement, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Wrongful Act"

\$ _____ Aggregate

DESCRIPTION OF OPERATIONS:

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

A. COVERAGE

The following is added to **Section I - Coverages:**

MISCELLANEOUS PROFESSIONAL LIABILITY

We will pay all sums which you become legally obligated to pay as "damages" arising out of a covered "wrongful act" to which this insurance applies or "wrongful act(s)" of others for which you are liable. We have the right and the duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. The "damages" must arise out of a "wrongful act" taking place in the "coverage territory" during the policy period.

B. EXCLUSIONS

The following exclusions are added as respects Miscellaneous Professional Liability only.

This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability:

- a. For "damages" that are assumed by the insured in a written contract or agreement and arise out of professional services the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or

- b. For "damages" that the insured would have in the absence of the contract or agreement.

2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "wrongful act" takes place;
3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;
4. Liability arising out of the prescription, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice of your operations;

5. Liability arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, podiatrist, chiropractor, optometrist, acupuncturist, dental hygienist or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or volunteer;
 - b. You have current documentation of the credentials of such professional; and
 - c. You can provide written evidence that at the time a claim is made, there is valid malpractice insurance covering such professional individually.
6. Liability arising out of commitment of any person to a psychiatric, nursing, hospital or mental health institution;
7. Liability resulting from an insured's acts, errors or omissions as a member of a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society or similar organization;
8. Liability arising out of the operation of any hospital, residential mental health institution, clinic with bed and board facilities, sanitarium, or nursing home;
9. Loss of any kind arising directly or indirectly out of the rendering of legal, medical, financial or other advice that is not usual to the normal activities of your operations;
10. Injury arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
11. Any dishonest, fraudulent or criminal act or omission of any insured;

12. Loss of any kind on behalf of any "employee" or volunteer unless such person is authorized by you to engage in professional activities arising only out of operations covered by this policy. We will, however, cover the legal liability of you and your leaders in connection with unauthorized professional activities if such activities are otherwise covered by this Endorsement.

13. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:

- a. The publication of material by an insured if the insured publishes the material knowing it is false; or
- b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;

14. Liability arising out of unfair competition or violation of any antitrust laws;
15. Liability arising out of the inability or failure of the insured or others to collect or pay money;
16. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
17. Liability arising out of acts, errors or omissions of a managerial or administrative nature;
18. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;
- Punitive damages is hereby defined as those damages imposed to punish a wrongdoer and to deter other from similar conduct.
19. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
20. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
21. Liability arising out of the infringement of any copyright, trademark or patent;
22. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
23. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy;

C. LIMITS OF INSURANCE

The following is added as respects this Endorsement only:

1. The Each "Wrongful Act" limit shown on this Endorsement is the most we will pay for all claims arising out of a "wrongful act" to which this insurance applies. This limit is the most we will pay regardless of:
 - a. The number of persons or entities to whom this policy provides coverage;
 - b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, incidents, events or breaches of duty;
 - c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;
 - d. The number of claims made or "suits" brought, or the number of persons initiating such claims or "suits";
 - e. The number of "wrongful acts", or other acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "wrongful act" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.
2. The Limits of Insurance provided by this Endorsement are not considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.
3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "wrongful act" not resulting from a professional service.
4. No coverage is provided for Miscellaneous Professional Liability except as provided herein, under this Endorsement.
5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "occurrences" taking place during the policy period to which this additional coverage applies.

The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or series of related "wrongful acts" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "wrongful Act" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "wrongful act" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a.**, **b.** and **c.**, **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:

- a. Your "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
- b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
- c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- a. "Damages" arising out of "injury" to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
- b. To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph **a.** above;
- c. For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "injury" described in Paragraphs **a.** or **b.** above;

- d. "Damages" arising out of furnishing or failing to furnish professional health care services as a physician or dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropractor, optometrist, acupuncturist, dental hygienist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
- e. "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate agent, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals;
- f. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.

The following is added to Paragraph 4., **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

- d. Miscellaneous Professional Liability does not apply to a "wrongful act" that occurred before you acquired or formed the organization.

E. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:
 - a. Judgment;
 - b. Award; or
 - c. Settlement
 but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.
2. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

3. "Health care services" means:

- a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including the furnishing of food or beverages in connection therewith,
- b. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances,
- c. Postmortem procedures, including autopsies or organ donations,
- d. Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees, or
- e. Acts which you perform in good faith and in accordance with state and federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering or failure to render "health care services".

Any act, error or omission or series of acts, errors or omissions shall be deemed one "medical incident" taking place at the time of the first act, error or omission.

5. "Wrongful act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations described in this Endorsement, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Wrongful Act"

\$ _____ Aggregate

DESCRIPTION OF OPERATIONS:

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

A. COVERAGE

The following is added to **Section I - Coverages:**

MISCELLANEOUS PROFESSIONAL LIABILITY

We will pay all sums which you become legally obligated to pay as "damages" arising out of a covered "wrongful act" to which this insurance applies or "wrongful act(s)" of others for which you are liable. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. The "damages" must arise out of a "wrongful act" taking place in the "coverage territory" during the policy period.

B. EXCLUSIONS

The following exclusions are added as respects Miscellaneous Professional Liability only.

This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement;

This exclusion does not apply to liability:

- a. For damages that are assumed by the insured in a written contract or agreement and arise out of professional services the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or
 - b. For "damages" that the insured would have in the absence of the contract or agreement;
2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "wrongful act" takes place;
 3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;

4. Liability arising out of the prescription, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice of your operations;
5. Liability arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, podiatrist, chiropractor, optometrist, acupuncturist, dental hygienist or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or volunteer;
 - b. You have current documentation of the credentials of such professional; and
 - c. You can provide written evidence that at the time a claim is made, there is valid malpractice insurance covering such professional individually.
6. Liability arising out of commitment of any person to a psychiatric, nursing, hospital or mental health institution;
 7. Liability resulting from an insured's acts, errors or omissions as a member of a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society or similar organization;
 8. Liability arising out of the operation of any hospital, residential mental health institution, clinic with bed and board facilities, sanitarium, or nursing home;
 9. Loss of any kind arising directly or indirectly out of the rendering of legal, medical, financial or other advice that is not usual to the normal activities of your operations;
 10. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

11. Any dishonest, fraudulent or criminal act or omission of any insured;
12. Loss of any kind on behalf of any "employee" or volunteer unless such person is authorized by you to engage in professional activities arising only out of operations covered by this policy. We will, however, cover the legal liability of you and your leaders in connection with unauthorized professional activities if such activities are otherwise covered by this Endorsement.
13. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:
 - a. The publication of material by an insured if the insured publishes the material knowing it is false; or
 - b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;
14. Liability arising out of unfair competition or violation of any antitrust laws;
15. Liability arising out of the inability or failure of the insured or others to collect or pay money;
16. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
17. Liability arising out of acts, errors or omissions of a managerial or administrative nature;
18. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;

Punitive damages is hereby defined as those damages imposed to punish a wrongdoer and to deter other from similar conduct.
19. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
20. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
21. Liability arising out of the infringement of any copyright, trademark or patent;
22. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
23. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than that which is covered on this policy;

C. LIMITS OF INSURANCE

The following is added as respects this Endorsement only:

1. The Each "Wrongful Act" limit shown on this Endorsement is the most we will pay for all claims arising out of a "wrongful act" to which this insurance applies. This limit is the most we will pay regardless of:
 - a. The number of persons or entities to whom this policy provides coverage;
 - b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, incidents, events or breaches of duty;
 - c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;
 - d. The number of claims made or "suits" brought, or the number of persons initiating such claims or "suits";
 - e. The number of "wrongful acts", or other acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "wrongful act" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.
 2. The Limits of Insurance provided by this Endorsement are considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.
 3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "wrongful act" not resulting from a professional service.
 4. No coverage is provided for Miscellaneous Professional Liability except as provided herein, under this Endorsement.
 5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "occurrences" taking place during the policy period to which this additional coverage applies.
- The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or series of related "wrongful acts" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "wrongful act" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "wrongful act" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a.**, **b.** and **c.**, **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:

- a. Your "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
- b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
- c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- a. "Damages" arising out of "injury" to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
- b. To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph **a.** above;
- c. For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "injury" described in Paragraphs **a.** or **b.** above;

- d. "Damages" arising out of furnishing or failing to furnish professional health care services as a physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, podiatrist, chiropractor, optometrist, acupuncturist, dental hygienist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
- e. "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate agent, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals;
- f. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.

The following is added to Paragraph 4., **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

- d. Miscellaneous Professional Liability does not apply to a "wrongful act" that occurred before you acquired or formed the organization.

E. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:

- a. Judgment;
- b. Award; or
- c. Settlement

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.

2. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

3. "Health care services" means:

- a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including the furnishing of food or beverages in connection therewith,
- b. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances,
- c. Postmortem procedures, including autopsies or organ donations,
- d. Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees, or
- e. Acts which you perform in good faith and in accordance with state and federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering or failure to render "health care services".

Any act, error or omission or series of acts, errors or omissions shall be deemed one "medical incident" taking place at the time of the first act, error or omission.

5. "Wrongful act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations described in this Endorsement, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MISCELLANEOUS PROFESSIONAL LIABILITY
ENDORSEMENT OPTIONAL
EXTENDED DISCOVERY PERIOD**

This endorsement modifies insurance provided under the following:
MISCELLANEOUS PROFESSIONAL LIABILITY ENDORSEMENT

Premium \$_____

1. An Optional Extended Discovery Period Endorsement is provided, as described in **Section E - Extended Discovery Periods.**
2. The discovery period for "wrongful acts" covered by Miscellaneous Professional Liability shall be extended to apply to any claim or claims made against the insured and reported to the company from _____ to _____ 12:01 A.M. standard time at the address of the Named Insured shown in the Declarations, but only with respect to any "wrongful act" that occurred before the end of the policy period.
If the discovery period is left blank, then the **SECTION E - EXTENDED DISCOVERY PERIODS** is of an unlimited duration
3. A Separate Aggregate Limit applies, as set forth in Paragraph 4. below, to claims first received and recorded during the Optional Extended Discovery Period. This limit is equal to the Aggregate Limit entered on the Schedule for Miscellaneous Professional Liability in effect at the end of the policy period.
4. The following replaces the corresponding Paragraph regarding Aggregate Limits of **Section C- Limit of Insurance:**
The Aggregate Limit is the most we will pay for the sum of all damages for all "wrongful acts", except damages for which a claim was first received and recorded during the Optional Extended Discovery Period.
5. **Section C - Limits of Insurance** as amended by Paragraph 4. above is otherwise unchanged and applies in its entirety.
6. This Endorsement will not take effect unless the additional premium for it, as set forth in Section E., is paid when due. If that premium is paid, when due, this Endorsement may not be canceled.
7. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Optional Extended Discovery Period begins.
8. All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIDS, ARC OR HIV EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising from the transmittal of, exposure to or refusal to provide services to any person with actual or suspected Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Medical Incident"

\$ _____ Aggregate

DESCRIPTION OF OPERATIONS:

INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE SCHEDULE

INSURED	MEDICAL SPECIALTY	FULL/PART TIME	PREMIUM
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(IF THE SCHEDULE ABOVE IS BLANK, THE INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY)

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

A. COVERAGE

The following is added to **Section I - Coverages**:

HEALTH CARE FACILITY PROFESSIONAL COVERAGE

1. Insuring Agreement

- a. We will pay those sums which you become legally obligated to pay as "damages" arising out of a covered "medical incident" to which this insurance applies. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. The "damages" must arise out of a "medical incident" taking place in the "coverage territory" during the policy period. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- (2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE (Applicable only if the Individual Medical Professional Coverage Schedule is completed in its entirety)

1. Insuring Agreement

- a. We will pay those sums which you become legally obligated to pay as "damages" arising out of a "medical incident" to which this insurance applies. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle

any claim or "suit" that may result. The "damages" must arise out of a "medical incident" taking place in the "coverage territory" during the policy period. But:

(1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

b. WHO IS AN INSURED (SECTION II) is amended to include as an insured each of the medical professionals listed by name in the **INDIVIDUAL MEDICAL PROFESSIONAL SCHEDULE**, but only when they:

(1) are your "employees" acting within the scope of their employment by you; or

(2) are your volunteers performing services specifically assigned by you.

However, they are not an insured for "bodily injury" or "property damage":

(1) To you or any other insured;

(2) To the spouse, child, parent, brother or sister of an insured as a consequence of paragraph (1) above;

(3) For which there is an obligation to share "damages" with or repay someone else who must pay "damages" because of "bodily injury" or "property damage" described in paragraph (1) or (2) above.

B. EXCLUSIONS

The following exclusions are added as respects coverage provided by this Endorsement only. This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability:

a. For "damages" that are assumed by the insured in a written contract or agreement and arise out of "health care services" the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or

b. For "damages" that the insured would have in the absence of the contract or agreement;

2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "medical incident" takes place;

3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;

4. Liability arising out of any "medical incident" occurring while the insured is not validly licensed to practice as required by law, or if the "medical incident" involves the prescription or dispensing of controlled substances, while the insured is not validly licensed or registered to prescribe or dispense such substances as required by law;

5. Liability arising out of the furnishing or failure to furnish non-medical professional services, including but not limited to, professional services by an attorney, architect, engineer, accountant, real estate agent, or real estate or investment manager;

6. "Injury" arising out of the activities of any insured as an owner, director, officer, board or committee member of a health care entity not listed on the Declarations. Health care entity includes, but is not limited to, the operation of any hospital, residential mental health institution, clinic with bed and board facilities, laboratory, sanitarium, or nursing home, or serving as a board or committee member on a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society, preferred provider organization, independent practice association or similar organization;

7. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

8. Any dishonest, fraudulent, criminal or malicious act or omission or acts of a knowingly wrongful nature committed intentionally by or at the direction of any insured;

9. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:

a. The publication of material by an insured if the insured publishes the material knowing it is false; or

b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;

10. Liability arising out of unfair competition or violation of any anti-trust laws;
11. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
12. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;
Punitive damages is hereby defined as those damages imposed to punish a wrongdoer and to deter other from similar conduct.
13. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
14. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
15. Liability arising out of the infringement of any copyright, trademark or patent;
16. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
17. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy;
18. "Injury" resulting from psychosurgery, including referral services for psychosurgery;
19. Nuclear projects, nuclear reaction, radiation or radioactive contamination or any consequences thereof, regardless of cause;
20. "Bodily injury" and/or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of bacteria, whether suddenly or over a long period of time, on or within a building or structure, including its contents. Any loss, cost, expense, fine or penalty arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or in any way assessing the effects of, bacteria, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury" or "property damage", loss, cost or expense.

C. LIMITS OF INSURANCE

The following is added as respects coverage provided by this Endorsement only:

1. The Each "Medical Incident" limit shown on this Endorsement is the most we will pay for all claims arising out of a "medical incident" to which this insurance applies. This limit is the most we will pay regardless of:
 - a. The number of persons or entities to whom this policy provides coverage;
 - b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, "medical incidents", events or breaches of duty;
 - c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;
 - d. The number of claims made or suits brought, or the number of persons initiating such claims or suits;
 - e. The number of "medical incidents", or other acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "medical incident" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.
2. The Limits of Insurance provided by this Endorsement are not considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.
3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "medical incident" not resulting from a health care service.
4. No coverage is provided for Health Care Professional Coverage except as provided herein, under this Endorsement.
5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "occurrences" taking place during the policy period to which this additional coverage applies.

The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "medical incident" or a series of related "medical incidents" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "medical incident" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "medical incident" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time of the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a., b. and c., Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:

- a.** Your present and former "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
- b.** Your present and former volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
- c.** Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- a.** "Damages" arising out of injury to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
- b.** To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph **a.** above;
- c.** For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "injury" described in Paragraphs **a.** or **b.** above;
- d.** "Damages" arising out of furnishing or failing to furnish non-medical professional services or advice, including but not limited to: professional services as an attorney, accountant, architect, engineer, real estate agent, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals;
- e.** Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.
- f.** The following are not insureds, even if they are your "employees", managers, volunteers or students in training, unless they are included by written endorsement to this policy:

- (1)** Osteopathic or medical doctors, physicians and surgeons, and physician's assistants;
- (2)** Dentists, optometrists, chiropractors or podiatrists;
- (3)** Nurse midwives or nurse anesthetists.

The following is added to Paragraph **4., Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

- d.** Health Care Professional Coverage does not apply to a "medical incident" that occurred before you acquired or formed the organization.

E. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:

- a.** Judgment;
- b.** Award; or
- c.** Settlement

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.

2. "Health care services" means:

- a.** Medical, surgical, dental, nursing, or other health care services provided to other persons, including the furnishing of food or beverages in connection therewith;
- b.** Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c.** Postmortem procedures, including autopsies or organ donations;
- d.** Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees; or
- e.** Acts which you perform in good faith and in accordance with state and federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

3. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering of or failure to render "health care services".

Any act, error or omission or series of interrelated acts, errors or omissions shall be deemed one "medical incident" and shall be subject to the coverage and limits in effect at the time of the first act, error or omission.

5. "Wrongful Act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

THIS IS A CLAIMS-MADE COVERAGE FORM. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE:

\$ _____ Each "Medical Incident"

\$ _____ Aggregate

_____ Retroactive Date

DESCRIPTION OF OPERATIONS:

INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE SCHEDULE

INSURED	MEDICAL SPECIALTY	FULL/PART TIME	RETROACTIVE DATE	PREMIUM
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(IF THE SCHEDULE ABOVE IS BLANK, THE INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE PROVIDED BY THIS ENDORSEMENT DOES NOT APPLY)

Unless specifically stated in this Endorsement, all terms, conditions, exclusions, and definitions of the Commercial General Liability Coverage Form apply.

This is a Claims-made Coverage Form. Various provisions in this Coverage Form restrict coverage. Please read the entire policy carefully to determine rights, duties, and what is and what is not covered.

A. COVERAGE

The following is added to **Section I - Coverages**:

**HEALTH CARE FACILITY PROFESSIONAL
COVERAGE**

1. Insuring Agreement

- a. We will pay those sums which you become legally obligated to pay as "damages" arising out of a covered "medical incident" to which this insurance applies. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply.

We may, at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. We will cover any claim to which this coverage form applies first made against any insured and reported to us, in writing, during the policy period. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

b. This insurance applies to a "medical incident" only if:

- (1) The "medical incident" takes place in the "coverage territory" and the original claim or "suit" is brought within the "coverage territory";
- (2) The "medical incident" did not occur before the Retroactive Date, if any, or after the end of the policy period;
- (3) A claim for "damages" arising out of a "medical incident" is first made against the insured during the policy period shown in the Declarations or any Extended Discovery Period we provide under **E. EXTENDED DISCOVERY PERIODS**.

INDIVIDUAL MEDICAL PROFESSIONAL COVERAGE (Applicable only if the Individual Medical Professional Coverage Schedule is completed in its entirety)

1. Insuring Agreement

a. We will pay those sums which you become legally obligated to pay as "damages" arising out of a covered "medical incident" to which this insurance applies. We have the right and the duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. We will cover any claim to which this coverage form applies first made against any insured and reported to us, in writing, during the policy period. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

b. This insurance applies to a "medical incident" only if:

- (1) The "medical incident" takes place in the "coverage territory" and the original claim or "suit" is brought within the "coverage territory";

(2) The "medical incident" did not occur before the Retroactive Date, if any, or after the end of the policy period;

(3) A claim for "damages" arising out of a "medical incident" is first made against the insured during the policy period shown in the Declarations or any Extended Discovery Period we provide under **E. EXTENDED DISCOVERY PERIODS**.

c. **WHO IS AN INSURED (SECTION II)** is amended to include as an insured each of the medical professionals listed by name in the **INDIVIDUAL MEDICAL PROFESSIONAL SCHEDULE**, but only when they:

- (1) are your employees acting within the scope of their employment by you; or
- (2) are your volunteers performing services specifically assigned by you.

However, they are not an insured for "bodily injury" or "property damage":

- (1) To you or any other insured;
- (2) To the spouse, child, parent, brother or sister of an insured as a consequence of paragraph 1. above;
- (3) For which there is an obligation to share "damages" with or repay someone else who must pay "damages" because of "bodily injury" or "property damage" described in paragraph 1. or 2. above.

B. EXCLUSIONS

The following exclusions are added as respects coverage provided by this endorsement only. This insurance does not apply to:

1. Liability assumed by the insured under any contract or agreement. This exclusion does not apply to:

a. "Damages" that are assumed by the insured in a written contract or agreement and arise out of "health care services" the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or

b. "Damages" that the insured would have in the absence of the contract or agreement.

2. Loss sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "medical incident" takes place;

3. Liability resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;
 4. Liability arising out of any "medical incident" occurring while the insured is not validly licensed to practice as required by law, or if the "medical incident" involves the prescription or dispensing of controlled substances, while the insured is not validly licensed or registered to prescribe or dispense such substances as required by law;
 5. Liability arising out of the furnishing or failure to furnish non-medical professional services, including but not limited to, professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager.
 6. "Injury" arising out of the activities of any insured as an owner, director, officer, board or committee member of a health care entity not listed on the Declarations. Health care entity includes, but is not limited to, the operation of any hospital, residential mental health institution, clinic with bed and board facilities, laboratory, sanitarium, or nursing home, or serving as a board or committee member on a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanitarium, nursing home, laboratory, professional society, preferred provider organization, independent practice association or similar organization;
 7. "Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
 8. Any dishonest, fraudulent or criminal act or omission of any insured;
 9. "Personal and advertising injury" of any kind if the "personal and advertising injury" arises out of:
 - a. The publication of material by an insured if the insured publishes the material knowing it is false; or
 - b. The publication of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you;
 10. Liability arising out of unfair competition or violation of any anti-trust laws;
 11. Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
 12. Fines or non-compensatory penalties, or for any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional activity;

Punitive damages is hereby defined as those damages imposed to punish a wrongdoer and to deter other from similar conduct.
 13. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
 14. Any loss or claim caused by a person under the influence of intoxicants or narcotics;
 15. Liability arising out of the infringement of any copyright, trademark or patent;
 16. Any loss, claim or obligation based on or arising out of any Securities Act or the Employees Retirement Income and Security Act of 1974, or amendments or additions thereto;
 17. "Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy;
 18. "Injury" resulting from psychosurgery, including referral services for psychosurgery;
 19. Nuclear projects, nuclear reaction, radiation or radioactive contamination or any consequences thereof, regardless of cause; and
 20. "Bodily injury" and/or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of bacteria, whether suddenly or over a long period of time, on or within a building or structure, including its contents. Any loss, cost, expense, fine or penalty arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposal of, or in any way responding to, or assessing the effects of bacteria, by any insured or by any person or entity.
- This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury" or "property damage", loss, cost or expense.

C. LIMITS OF INSURANCE

The following is added as respects coverage provided by this Endorsement only:

1. The Each "Medical Incident" limit shown on this Endorsement is the most we will pay for all claims arising out of a "medical incident" to which this insurance applies. This limit is the most we will pay regardless of:
 - a. The number of persons or entities to whom this policy provides coverage;
 - b. The number of losses or related losses arising directly or indirectly out of one or more related acts, errors or omissions, decisions, "medical incidents", events or breaches of duty;
 - c. The number of persons acted upon, or who otherwise sustain "injury", "damage" or loss;
 - d. The number of claims made or suits brought, or the number of persons initiating such claims or "suits";
 - e. The number of "medical incidents", or other acts, errors or omissions, decisions, events or breaches of duty contributing to "injury", "damage" or loss; or
 - f. The extent or duration of the "medical incident" or the number of acts, errors or omissions, decisions, incidents, events or breaches of duty contributing to the "injury", "damage" or loss.
2. The Limits of Insurance provided by this Endorsement are not considered part of the Limit of Insurance provided by the Commercial General Liability Coverage Part.
3. This coverage does not apply to "bodily injury" or "property damage" arising out of any "medical incident" not resulting from a health care service.
4. No coverage is provided for Health Care Professional Coverage except as provided herein, under this Endorsement.
5. The Aggregate limit shown on this Endorsement is the most we will pay under this Endorsement for all "medical incidents" taking place during the policy period to which this additional coverage applies.

The limits of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

The coverage provided by the Endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "medical incident" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "medical incident" was first made. All such claims are subject to the same limit of liability. All claims arising out of one "medical incident" to the same person by one or more insured(s) shall be deemed to be one claim and to have been made at the time the first of those claims is made against any insured(s). If the circumstances of any claim or "suit" result in a "medical incident" and a "wrongful act", the maximum limit of insurance shall not exceed the highest applicable limit of insurance under any one coverage provided by the Health Care Professional Coverage Endorsement or the Miscellaneous Professional Liability Coverage Endorsement attached to this policy.

D. WHO IS AN INSURED

The following replaces items **2.a.**, **b.** and **c.**, **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

2. Each of the following is also an insured:

- a. Your present and former "employees", other than your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
 - b. Your present and former volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
 - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.
- However, no "employee", volunteer or student in training is an insured for:
- a. "Damages" arising out of "injury" to you or to another "employee", volunteer or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;

- b. To the spouse, child, parent, brother or sister of that "employee", volunteer or student in training as a consequence of Paragraph **a.** above;
- c. For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "injury" described in Paragraphs **a.** or **b.** above;
- d. "Damages" arising out of furnishing or failing to furnish non-medical professional services, including but not limited to: professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, or as a person responsible for the supervision of any of the above named professionals;
- e. Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training;
- f. The following are not insureds, even if they are your "employees", managers, volunteers or students in training, unless they are included by written endorsement to this policy:

(1) Osteopathic or medical doctors, physicians and surgeons, and physician's assistants;

(2) Dentists, optometrists, chiropractors or podiatrists;

(3) Nurse midwives or nurse anesthetists.

The following is added to Paragraph **4.**, **Section II - Who is an Insured** in the Commercial General Liability Coverage Form:

- d. Health Care Professional Coverage does not apply to a "medical incident" that occurred before you acquired or formed the organization.

E. EXTENDED DISCOVERY PERIODS

1. We will provide one or more Extended Discovery Periods, as described below, if:
 - a. The policy to which this coverage attaches is canceled or nonrenewed or the coverage period provided by this coverage is deleted or not renewed.
 - b. We renew or replace this coverage with insurance that:
 - (1) Does not apply to "medical incidents" on a claims made basis; or

(2) Has terms that are less favorable to you; or

(3) Has a later retroactive date.

2. An Automatic Extended Discovery Period is provided without additional charge. This period starts with the end of the policy period and lasts for sixty days for all claims.

The Automatic Extended Discovery Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

3. An Optional Extended Discovery Period is available, but only by an Endorsement and for an extra charge. This optional period starts 60 days after the end of the policy period.

You will have 60 days from the date of termination, which means cancellation, nonrenewal or renewal subject to conditions, to request the Optional Extended Discovery Period. This request must be in writing.

The Optional Extended Discovery Period will not go into effect unless you pay any additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates that were in effect as of the inception date of this coverage. The additional premium will not exceed 200% of the annual premium for this coverage.

We will issue to you an Endorsement which shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Discovery Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectable insurance available under policies in force after the Optional Extended Discovery Period starts.

4. Extended Discovery Periods do not extend the scope or period of coverage provided by this coverage. They apply only to claims for "medical incidents" that occur before the end of the policy period.

Claims for such damages which are first received and recorded during the Automatic Extended Discovery Period (or during the Optional Extended Discovery Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Discovery Periods may not be restricted or canceled.

5. Extended Discovery Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this coverage applies, except to the extent described in Paragraph 6. of this Section.

6. If the Optional Extended Discovery Period is in effect, we will provide the separate aggregate Limit of Insurance described below, but only for claims first received and recorded during the Optional Extended Discovery Period.

The separate aggregate Limit of Insurance will be the dollar amount shown in the Schedule of this coverage in effect at the end of the policy period for Health Care Professional Coverage.

Section III - Limits of Insurance will be amended accordingly. The Each "Medical Incident" Limit shown in the Schedule will then continue to apply as set forth in Section C. above.

F. DEFINITIONS

The following definitions are added as respects this Endorsement only:

1. "Damages" means a monetary:

- a. Judgment;
- b. Award; or
- c. Settlement

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving services from the named insured.

2. "Health care services" means:

- a. Medical, surgical, dental, nursing, or other health care services provided to other persons, including food or beverages in connection therewith;
- b. Furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. Postmortem procedures, including autopsies or organ donation;
- d. Actions of formal review boards or committees responsible for evaluating professional qualifications or performance including those responsible for communicating information to or carrying out directives of such boards or committees; or
- e. Acts which you perform in good faith and in accordance with state or federal laws and regulations governing the reporting or other disclosures of inappropriate or improper conduct on the part of any health care professional.

3. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".

4. "Medical Incident" means any actual or alleged negligent act, error or omission by the insured in the rendering of or failure to render "health care services".

Any act, error or omission or series of interrelated acts, errors or omissions shall be deemed one "medical incident" and shall be subject to the coverage and limits in effect at the time of the first act, error or omission.

5. "Wrongful Act" means any actual or alleged negligent act, error or omission in the actual rendering of professional services to others arising out of your operations, including the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "wrongful acts" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT OPTIONAL EXTENDED DISCOVERY PERIOD

This endorsement modifies insurance provided under the following:
HEALTH CARE PROFESSIONAL COVERAGE ENDORSEMENT

Premium \$ _____

1. An Optional Extended Discovery Period Endorsement is provided, as described in **Section E - Extended Discovery Periods**.
2. The discovery period for "medical incidents" covered by Health Care Professional Coverage Endorsement shall be extended to apply to any claim or claims made against the insured and reported to the company from _____ to _____ 12:01 A.M. standard time at the address of the Named Insured shown in the Declarations, but only with respect to any "medical incidents" that occurred before the end of the policy period.

If the discovery period is left blank, then the **Section E - Extended Discovery Periods** is of an unlimited duration.
3. A Separate Aggregate Limit applies, as set forth in Paragraph 4. below, to claims first received and recorded during the Optional Extended Discovery Period. This limit is equal to the Aggregate Limit entered on the Schedule for Health Care Professional Endorsement in effect at the end of the policy period.
4. The following replaces the corresponding Paragraph regarding Aggregate Limits of **Section C - Limit of Insurance**:
The Aggregate Limit is the most we will pay for the sum of all damages for all "medical incidents", except damages for which a claim was first received and recorded during the Optional Extended Discovery Period.
5. **Section C - Limits of Insurance** as amended by Paragraph 4. above is otherwise unchanged and applies in its entirety.
6. This Endorsement will not take effect unless the additional premium for it, as set forth in Section E., is paid when due. If that premium is paid, when due, this Endorsement may not be canceled.
7. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Optional Extended Discovery Period begins.
8. All other provisions of this policy apply.

<i>SERFF Tracking Number:</i>	<i>MRKB-125255859</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Markel American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025803</i>
<i>Company Tracking Number:</i>	<i>0706FF068</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Professional Liability (GL)/0706RF068</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MRKB-125255859 State: Arkansas
First Filing Company: Markel American Insurance Company, ... State Tracking Number: AR-PC-07-025803
Company Tracking Number: 0706FF068
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Commercial General Liability
Project Name/Number: Professional Liability (GL)/0706RF068

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/17/2007

Comments:

Attachment:

NAIC PCTD.pdf

Satisfied -Name: Cover letter **Review Status:** Approved 08/17/2007

Comments:

Attachment:

Cover letter.pdf

Satisfied -Name: Filing Memorandum **Review Status:** Approved 08/17/2007

Comments:

Attachment:

Filing Memorandum.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
Markel Corporation	785

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Markel Insurance Company	IL	38970	36-3101262	
Markel American Insurance Company	VA	28932	54-1398877	

5. Company Tracking Number	0706FF068
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Deidre Balbuena 4600 Cox Road Glen Allen, VA 23060	VP Director Product & Regulatory Services	1-800-431-1270 Ext. 7941	1-804-527-7900	wmejia@markelcorp.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Deidre Balbuena

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial General Liability
10. Sub-Type of Insurance (Sub-TOI)	Other Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 09-15-2007 Renewal: 11-15-2007

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	08-15-2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	0706FF068
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Markel Insurance Company and Markel American Insurance Company wish to file the enclosed new and revised independent forms for your review as an enhancement to our General Liability line of business.

Please see our attached Filing Memorandum for a summary of the proposed changes.

22.	<p>Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p>
	<p>Check #: MIC: 1000094929 MAIC: 1000094930</p> <p>Amount: \$50 each</p>
<p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



MARKEL CORPORATION

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870
(804) 527-2700 (800) 431-1270 www.markelinsurance.com

August 15, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: Markel Insurance Company, NAIC #785-38970
Markel American Insurance Company, NAIC #785-28932
General Liability – Forms
Co File # 0706FF068

Honorable Bowman:

Markel Insurance Company and Markel American Insurance Company wish to file the enclosed new and revised independent forms for your review as an enhancement to our General Liability line of business.

Please see our attached Filing Memorandum for a summary of the proposed changes.

We trust you will find this submission in order. We wish to utilize this filing for all new policies effective on or after September 15, 2007 and for all renewal policies effective on or after November 15, 2007. Should you have any questions regarding this filing, please contact Meiji Mejia by phone at (800) 431-1270, ext 7941, by mail at the above address or by e-mail at wmejia@markelcorp.com.

Sincerely,

Deidre I. Balbuena
Vice President
Product & Regulatory Services

Markel Insurance Company
Markel American Insurance Company
General Liability: Professional Liability Coverage
Forms - Filing Memorandum

Markel Insurance Company (MIC) and Markel American Insurance Company (MAIC) are filing new and revised independent forms. The following is a summary of the forms contained in this filing submission.

Revised Forms – All previously approved 9/00 editions of these forms are replaced with 5/07 edition dates.

- **MGL202-AR (5/07)** *Miscellaneous Professional Liability Coverage Endorsement* – This form is a claims-made endorsement with limits of liability independent of the General Liability limits.
- **MGL202-A-AR (5/07)** - *Miscellaneous Professional Liability Coverage Endorsement* - This form is a claims-made endorsement similar to MGL202 above, except the limits of liability are included within the General Liability limits.
- **MGL203-AR (5/07)** - *Miscellaneous Professional Liability Coverage Endorsement* – This form is an occurrence based endorsement with limits of liability independent of the General Liability limits.
- **MGL203-A-AR (5/07)** - *Miscellaneous Professional Liability Coverage Endorsement* – This form is an occurrence based endorsement similar to MGL203 above, except the limits of liability are included within the General Liability limits

We have updated these four endorsements by making the following changes:

- (1) We revised the titles of these forms and renamed them to ‘Miscellaneous Professional’ in lieu of ‘Limited Professional’.
 - (2) We expanded the Contractual Liability exclusion and expanded the listing of excluded professionals to include: real estate agents, real estate managers, podiatrist, acupuncturists and dental hygienists for clarification purposes.
 - (3) We revised “personal injury” or “advertising injury” to “personal and advertising injury” to track with ISO terminology.
 - (4) We added wording to The Limits Of Insurance section clarifying that if the circumstance of any one claim or “suit” results in a “medical incident” or a “wrongful act”, the limit of liability shall not exceed the highest applicable limit under any professional liability we cover.
 - (5) We have added a definition for “injury” and “medical incident” for clarification.
 - (6) **MGL202-AR & MGL202-A-AR** were further revised to clarify that a ‘wrongful act’ must take place in the coverage territory, not before the retroactive date or after the end of the policy or during the extended discover period. Additionally, we have introduced a one year, five year and unlimited period for the Optional Extended Discover period, thus removed reference to the three year period. We have also added the definition of “punitive damage” as required by AR statutes/regulations in item 18, Section B. EXCLUSIONS on page 2.
 - (7) **MGL 203-AR & MGL 203-A-AR:** We have also added the definition of “punitive damage” as required by AR statutes/regulations in item 18, Section B. EXCLUSIONS on page 2.
- **MGL204 (5/07)** - *Miscellaneous Professional Liability Endorsement Optional Extended Discovery Period* – This form is a claims-made miscellaneous professional coverage endorsement with an option for extended discovery period. The following revisions were made: We revised the title to reference ‘Miscellaneous Professional’ in lieu of ‘Limited Professional’. References to the 36 month discover period have been removed to allow the insured to select either a one, three, five year, or unlimited period.

New Forms

- **MGL233 (5/07) - AIDS, ARC or HIV Exclusion Endorsement** – This new form excludes bodily injury, physical damage or personal injury and advertising injury arising from the transmittal of, exposure to, or refusal to provide services to any person with AIDS, ARC, or HIV. This form will be used based on underwriting decision when the insured is performing healthcare medical services involving needles and blood transfusions.
- **MGL234-AR (5/07) - Health Care Professional Coverage Endorsement** – This new occurrence based endorsement is similar to our MGL203; however, it provides health care facility and individual medical professional coverage which are excluded under the Miscellaneous Professional Liability endorsement. The definition of “punitive damage” as required by AR statutes/regulations is incorporated in item 12 of Section B. EXCLUSIONS on page 3.
- **MGL235-AR (5/07) - Health Care Professional Coverage Endorsement** – This new claims-made based form is similar to our MGL202; however, it provides health care facility and individual medical professional coverage which are excluded under the Miscellaneous Professional Liability endorsement. The definition of “punitive damage” as required by AR statutes/regulations is incorporated in item 12 of Section B. EXCLUSIONS on page 3.
- **MGL236 (5/07) - Health Care Professional Coverage Endorsement Optional Extended Discovery Period** – This new claims-made form provides an optional extended reporting period for either one, three or five years, or an unlimited period of time.